

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
EASTERN DIVISION**

HIRSCHBACH MOTOR LINES, INC., Plaintiff, vs. NAVISTAR, INC. & NAVISTAR INTERNATIONAL CORPORATION, Defendants.	Case No. 20-1031 MOTION FOR LEAVE TO FILE UNDER SEAL
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Plaintiff, Hirschbach Motor Lines, Inc. (“Hirschbach”), by its undersigned counsel, moves this Court for an order allowing leave to file the Complaint against Navistar, Inc. and Navistar International Corporation (“Defendants”) and all attached Exhibits under seal pursuant to LR 5(c). Hirschbach’s request for leave to file the Complaint and Exhibits attached thereto be filed under seal is described in more particularity below.

1. The Complaint and Exhibits should be sealed in their entirety without redaction pursuant to LR 5(c)(1) and Fed. R. Civ. P. 5.2(d) as the Complaint and Exhibits refer to and disclose confidential information as explained further below.

2. At this time, no protective order is in place to prevent disclosure of the filed confidential information. Therefore, Hirschbach asks this Court to allow it to protect itself from any liability resulting from disclosure of confidential information, which may or may not be deemed confidential by Defendants, as this case moves forward .

3. The information to be filed is deemed confidential pursuant to Non-Disclosure clauses contained in the agreements between the parties, which may or may not be valid. The Complaint discloses the agreements between the parties and Exhibits attached to the

Complaint further disclose the agreements between the parties.

4. Exhibit 2 is an agreement from 2013 which states “Hirschbach or Hirschbach representatives, or Hawkeye representatives and Navistar or Navistar representatives will not privately or publicly disclose this agreement to any party not heretofore part of this agreement.”

5. Exhibit 1 is an agreement referenced in Exhibit 2.

6. Exhibit 3 is an Addendum to the agreement attached as Exhibit 2.

7. Exhibit 4 is an agreement from 2017 which states “Representatives from any party involved in this agreement will not privately or publicly disclose this agreement to any party.”

8. Exhibits 5 and 6 are agreements referenced in Exhibit 4.

9. Exhibit 7 is a letter from the Defendants dated February 20, 2018, that indirectly discloses the agreement and relationship between the parties.

10. Exhibit 8 is a Parts Purchase Agreement dated April 30, 2018, that indirectly discloses the agreement and relationship between the parties.

11. Exhibit 9 is a photograph of destruction that Hirschbach claims is caused by Defendants during their relationship with Hirschbach as outlined in the agreements. As such, Exhibit 9 indirectly discloses the agreement and relationship between the parties.

12. Exhibit 10 is a publicly available screenshot from the internet. However, it indirectly references the agreement and relationship between the parties as it displays the Hirschbach truck, which is manufactured by Defendants and sold to Hirschbach pursuant to the agreements.

13. Exhibit 11 displays a complete list of trucks purchased by Hirschbach under

the agreements and manufactured by Defendants.

14. Exhibits 12 and 13 are Operation and Maintenance Manuals written by Defendants and indirectly reference the agreement and relationship between the parties.

15. Exhibit 14 is a printout of items covered under Defendants' Standard Warranty with a VIN/Chassis number of a truck sold to Hirschbach. As it is unknown whether these items are actually "standard" with all of Defendants customers, Exhibit 14 indirectly references the agreement and relationship between the parties.

16. Exhibits 15 through 25 are Optional Service Contracts purchased or otherwise provided by Defendants and indirectly reference the agreement and relationship between the parties.

WHEREFORE, Plaintiff Hirschbach Motor Lines, Inc., respectfully requests the Court grant this Motion for Leave to File Under Seal and allow Plaintiff to file its Complaint and all Exhibits under seal.

Dated this 20th day of August, 2020.

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